

6-30-1919

Board of Trustees Meeting Minutes 1919-06-30

Bowling Green State University

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June 14, 1919

Hon. H. W. Davis
Chairman, Senate Finance Committee
Columbus, Ohio

My dear Senator Davis:

There is an item of \$2439.77 in the Sundry Bill as introduced in the House upon which, I am advised, the Senate committee has voted adversely. I fear the matter is not fully understood, and I wish to make the following explanation.

The plans for our Power House include a water-softening plant, and the contractors, Fitzpatrick & Hoepfner of Columbus, have had trouble to make one of the concrete tanks water tight. The architect has withheld the final estimate pending the satisfactory completion of this tank. Full information regarding the present condition of the tank and the efforts of the contractors to correct the difficulty may be obtained from Mr. R. J. Merriam, Architect, 105 Hubbard Ave., Columbus, Tel. North 7431. I may say that there is a balance of \$2442.80 in the fund from which the final estimate to the contractors and the architect's fees on the same are to be paid, but this fund will lapse before the contract is completed. The balance on the contract is \$2391.93, and this balance plus the architect's fee of 2% on the same equals \$2439.77 which is the amount requested to be reappropriated. These figures may easily be checked at the State Auditor's office.

I trust this explanation makes clear the fact that we are not asking for more money for this contract. All we want is to have the life of the former appropriation extended so that we may be in position to pay the final estimate and architect's fees as soon as the work is properly completed. We sincerely trust that your committee will change its action relative to this item of the Sundry Bill in view of the necessity for this reappropriation.

Very truly yours,

H. B. Williams

Moved by Shatzel, seconded by Ganz, that R. J. Merriam be instructed to see Fitzpatrick & Hoefner and urge completion of softening tank in power house, the vote being; yes, Collins, Brown, Ganz, Shatzel, Reynolds. Motion carried.

Moved by Brown, seconded by Ganz, that when the Board adjourns it adjourn to meet at the office of Attorney-General of Ohio, Monday June 30th 1919 at nine (9) o'clock a.m. Carried.

Moved by Shatzel, seconded by Ganz, that bill of Howard & Merriam amounting to \$135.13 be taken from the table and paid to R. J. Merriam, the vote being; yes, Collins, Brown, Ganz, Shatzel, Reynolds. Motion carried.

Board adjourned.

Attest: F. E. Reynolds Secretary _____ President

Columbus, Ohio, June 30th 1919

The Board of Trustees of the Bowling Green Normal College met at the Neil House, Columbus, Ohio, on date above with Vice-President E. H. Ganz in the chair, D. C. Brown and Secretary F. E. Reynolds present. Dr. H. B. Williams, President of the College, was also present.

The following letter from the Attorney-General of Ohio, Hon. John G. Price, was read and ordered made a matter of record.

June 30, 1919.

Hon. F. E. Reynolds,
Secy., Board of Trustees,
Bowling Green State Normal College,
Wapakoneta, Ohio

Dear Sir:

Herewith enclosed are copies of a resolution to be passed by your board of trustees, in order to formally terminate the employment of The Steinle Construction Company, relative to the erection and completion of the training school building. This step is to be taken by the board under authority of Article V of the contract. One copy you will retain for your records and the other copies you will serve by registered mail (return card) on the contractor, The Steinle Construction Company, and the bonding company now doing business under the name of The Aetna Casualty and Surety Company. I might say in this connection that the Superintendent of Insurance advises me that when this surety company was admitted to transact business in Ohio its name was The Aetna Accident and Liability Company, but that sub-

Proceedings, Trustees Bowling Green Normal College

June 30 1919

sequently it changed its name to The Aetna Casualty and Surety Company.

It is considered that the contractor and surety company are both entitled to be informed of the action taken by the board under this resolution and it is felt that a convenient way of imparting this information is by sending copies of the resolution.

Also enclosed herewith is form of certificate for the use of the architects in certifying that the refusal, neglect and failure of The Steinle Construction Company are sufficient grounds for your board to terminate the employment of the contractor. It is understood that this certificate will be signed by both Mr. Howard and Mr. Merriam and that not until the receipt by your board of such certificate will the resolution, mentioned in the preceding paragraph of this letter, be passed, and of course until it is passed copies of the same will not be sent to the contractor and the surety company.

Very respectfully,

John G. Price

Attorney General.

Enc.

The following certificate from O. D. Howard and R. J. Merriam was read and upon motion by Brown, seconded by Reynolds, was ordered to be made a matter of record, the vote being; yes, Ganz, Brown, Reynolds. Motion carried.

ARCHITECTS' CERTIFICATE

June 30, 1919.

Board of Trustees,
State Normal College,
Bowling Green, Ohio.

IN RE THE STEINLE CONSTRUCTION COMPANY

Inasmuch as no work has been done by The Steinle Construction Company for a considerable period of time, in the prosecution and completion of the contract for the erection and construction of the training school building connected with the State Normal College at Bowling Green, Ohio, made and entered into on or about July 21, 1916, and as it appears that said company has ignored the request and demand of the trustees for the completion of such work on the part of said company and has ignored and failed to comply with its specific notice and demand dated May 21, 1919;

THEREFORE, we, HOWARD AND MERRIAM, architects referred to in Article I of said contract dated July 21, 1916, under Article V thereof hereby certify that the refusal, neglect and failure of said The Steinle Construction Company to properly prosecute and perform its part of said contract are sufficient grounds for said board to terminate the further employment of said The Steinle Construction Company for said work.

HOWARD AND MERRIAM

By O. D. Howard

R. J. Merriam

The following resolution was read and upon motion by Brown, seconded by Reynolds, was ordered made a matter of record, the vote being; yes, Ganz, Brown, Reynolds. Motion carried.

RESOLUTION

WHEREAS, on or about July 21, 1916, a contract was entered into between The Steinle Construction Company and the Board of Trustees of the State Normal College at Bowling Green, Ohio, for the erection and completion of the training school building connected with the said normal college; and

WHEREAS, said The Steinle Construction Company has for a considerable period of time done no work whatever on said building and at the present time refuses and neglects to supply workmen and materials and to otherwise prosecute said work with promptness and diligence; and

WHEREAS, said The Steinle Construction Company was on the 21st day of May, 1919 notified that unless substantial progress were made in said work on or before June 5, 1919, said board of trustees would avail itself of such remedies as said contract and the law provide; and

WHEREAS, said The Steinle Construction Company from and after said 21st day of May, 1919 continued and still continues to neglect and refuse to prosecute said work; and

WHEREAS, Howard and Merriam, the architects referred to in said contract, have filed with this board a certificate to the effect that the refusal,

neglect and failure of said The Steinle Construction Company justify the board in terminating the employment of said contract, as provided in Article V of said contract;

THEREFORE, BE IT RESOLVED, by the trustees of said board of trustees of the State Normal College at Bowling Green, Ohio, that such board hereby terminates the employment of said The Steinle Construction Company for the work embraced in said contract and hereby enters upon the premises and takes possession of all tools, materials and appliances thereon, for the purpose of completing said work; and the Attorney General of Ohio is hereby requested and directed to institute any legal proceedings and do any and all things necessary to enforce the legal liability of said The Steinle Construction Company and The Aetna Accident and Liability Company (now known as The Aetna Casualty and Surety Company), in relation to such contract.

J. E. Collins, Pres.

F. E. Reynolds, Secy.

E. H. Ganz

D. C. Brown

J. E. Shatzel

Board of Trustees of State Normal College, Bowling Green, Ohio.

Moved by Brown, seconded by Reynolds, that since the state has withdrawn all financial support from the farm connected with the Normal College, the farm be operated by the Board of Trustees and receipts of farm sales be used for legitimate farm purposes, the vote being; yes, Ganz, Brown, Reynolds. Motion carried.

Moved by Reynolds, seconded by Brown, that Dr. Williams be instructed to have Louis D. Brandt prepare plans and estimates for the improvement of Wayne Street, the vote being; yes, Ganz, Brown, Reynolds. Motion carried.

Moved by Brown, seconded by Reynolds, that Dr. Williams be authorized to install a commercial department and a kindergarten department in the Normal College so far as the funds are available, the vote being; yes, Ganz, Brown, Reynolds. Motion carried.

Upon motion the Board adjourned to meet at the call of the President.

Attest:

F. E. Reynolds

Secretary

President.

Bowling Green, Ohio, August 8, 1919.

The Board of Trustees of the Bowling Green State Normal College met on above date with President J. E. Collins, Vice-President E. H. Ganz, J. E. Shatzel, and Secretary F. E. Reynolds present. Dr. H. B. Williams, President of the College, was also present.

J. E. Shatzel presented for notation on the record his commission as a member of the Board for the term ending May 27, 1924.

A communication from the Attorney General of Ohio, Hon. John G. Price, was read and ordered made a matter of record.

July 30, 1919.

Mr. F. E. Reynolds,
Secy., Board of Trustees,
Bowling Green State Normal College,
Wapakoneta, Ohio

Dear Sir:

Conforming to the request made by you, following your personal interview with our Mr. Melhorn, I submit herewith certain suggestions relative to steps to be taken by your Board of Trustees in connection with the completion of the Teachers' Training School building at the Bowling Green State Normal College.

It appears that Howard and Merriam, Architects, have certified that the refusal of The Steinle Construction Company to prosecute the work is sufficient grounds for your Board to terminate the further employment of said company, and that your board has passed resolutions terminating said employment, of which action due notice to the Steinle Company and to the bonding company has been given.

The question now arises: What is the next step to be taken by the Board in order to complete the work?